

**FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS**  
**REQUEST FOR PROPOSAL (RFP)**

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**ISSUE DATE:** December 7, 2017

**RFP # 44-18ks**

**TITLE:**           **On Call, As Needed Construction Inspection Services for Various Airport Projects**

**ISSUED BY:** Fauquier County Government and Public Schools  
Procurement Division  
Alice Jane Child's Office Building  
320 Hospital Drive, Suite 23  
Warrenton, VA 20186

**USING DEPARTMENTS:** Warrenton Fauquier Airport

Sealed Proposals Will Be Received Until **January 11, 2018 @ 3:00 P.M.** For Furnishing the Services Described Herein.

All Inquiries For Information Should Be Directed To: Kathy Stanley, CPPB, Senior Buyer, Phone: (540) 422-8354, Fax: (540) 422-8355 e-mail: [Kathy.stanley@fauquiercounty.gov](mailto:Kathy.stanley@fauquiercounty.gov)

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING DEPARTMENT SHOWN ABOVE, IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: ALICE JANE CHILD'S OFFICE BUILDING 320 HOSPITAL DRIVE, 2<sup>nd</sup> FLOOR, SUITE 23.**

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Full, Legal Name And Address Of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____ Zip Code: _____	Title: _____
FEI/FIN NO.: _____	Telephone Number: (____) _____
E-mail address: _____	Fax Number: (____) _____

**\*\*\*RETURN THIS PAGE\*\*\***

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## **1.0 PURPOSE:**

The purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations for a qualified firm to provide Construction Inspection Services for Various Construction Projects located at the Warrenton Fauquier Airport. Services shall include but not be limited to, advice, direction and services related to projects at the Warrenton-Fauquier Airport at the direction of the Owner. This is a term contract and services will only be required during the construction phase of limited projects at the Airport. All services shall be provided in accordance with the specifications contained herein and attached hereto. This solicitation is issued for the Warrenton Fauquier Airport by the Fauquier County Government Procurement Division on behalf of the Board of Supervisors of Fauquier, political subdivisions of the Commonwealth of Virginia, herein referred to for convenience as "Owner".

- 1.1 For ease of reference, each organization submitting a response to the Request for Proposal will hereinafter be referred to as an "Offeror". An Offeror whose proposal would result in a formal agreement will hereinafter be referred to as a "Firm".
- 1.2 The contents of the proposal submitted by the successful Offeror, this RFP (including general and special terms and conditions), and all modifications made thereof, will become part of any contract awarded as a result of this solicitation. The successful Firm will be required to sign a contract with the Owner, herein referred to as "Agreement" or "Contract".
- 1.3 The County is expected to release separate RFP's in the near future for additional services (Construction Management and Quality Assurance/Materials Testing.)

## **2.0 BACKGROUND: Airport Demographics, Locations and Information:**

- 2.1 Located halfway between the Washington, Metropolitan area and the rolling mountains of Virginia, The Warrenton-Fauquier Airport offers easy access for both business travelers and vacationers alike. Just 4 miles outside of the Washington SFAR, access by air is easy and hassle free. And with close proximity to major arterial highways, the drive to the Airport is both scenic and stress free. Thirty miles to the northwest are the Blue Ridge Mountains. Forty miles to the northeast is the center of the Nation's Capital with all of the business, vacation and cultural amenities a world capitol has to offer.
- 2.2 The Warrenton-Fauquier Airport currently offers a full IFR capable facility with VOR and RNAV(GPS) approaches in place for runways 15 and 33.
- 2.3 The Airport offers 47 county owned hangars and 76 condo hangars which are currently filled to capacity along with an additional 13 based aircraft on tie down. This offers an exceptional customer base for a flight school offering full services to draw from for license upgrades.
- 2.4 Warrenton-Fauquier Airport Committee - The Board of Supervisors established the Warrenton-Fauquier Airport Committee in 1991 to assist in the execution of the responsibilities. The Committee consists of seven members comprised of persons with management, business, public administration or airport related skills. Members are appointed by the Board of Supervisors for a 4-year term. Currently the committee consists of one citizen member representing each of the five magisterial districts; two citizens at large. The County Administrator or his designee and a Fauquier County Airport Staff Member Representative serve as ex-officio members and provide linkage to draw upon the County staff to support Airport activities.
- 2.5 The Committee is charged to work with the Board of Supervisors and County Administrator to: monitor airport operations and provide advice to the management functions; advise the Board of

Supervisors on need improvements; review proposed capital projects and expenditures; serve as citizen representatives in execution of the Airport Master Plan; and perform other duties as may be prescribed by the Board of Supervisors.

- 2.6 Currently, the Airport has several projects in place, including terminal site preparation, terminal construction, parking lot installation, and corporate ramp.

3.0 **OWNER'S RIGHT TO ISSUE RFP'S AND PROJECT ORDERS:**

The Owner reserves the right, at its sole discretion, to issue RFP's for similar work and other projects as the need may occur.

4.0 **STATEMENT OF NEEDS:**

- 4.1 The Firm shall provide an Airport Construction Inspector to provide duties including and related to inspecting assigned field and construction work under the Operations and Maintenance (O&M), Capital, Operating and Maintenance Investment Program (COMIP) and the facilities improvement activities of the airport's airlines and other tenants. The Firm may occasionally be assigned work under the Capital Construction Program (CCP). Projects include but may not be limited to construction or renovation of principal structures, ancillary buildings, major roads and parking lots, installation of primary utility systems, operational and maintenance processes.

- 4.2 The Airport Construction Inspector duties shall include but are not limited to:

- 4.2.1 Monitors the progress of and inspects all aspects of assigned construction activities performed for the Airport, airlines, and other tenants for compliance with Airport- prescribed standards and requirements. For specified projects, also inspects for compliance with code.
- 4.2.2 Inspects new construction or the rehabilitation or repair of structures (e.g., construction of offices, warehouses, hangars, secondary buildings, major repairs on the main terminal and principal buildings, and removal/replacement of aboveground or underground storage tanks) and infrastructure (e.g., extension of runways, emergency repair or planned panel replacement of runways, taxiways, roadways and service roads, installation/modification of fuel, water, natural gas, storm sewer or sewage systems, etc.)
- 4.2.3 Inspects work for compliance with code(s), such as structural, electrical, mechanical and plumbing, for specified projects, with authority delegated by Community Development in partnership with Zoning,
- 4.2.4 Performs quality control/review on O&M, COMIP and airline/tenant projects, ensuring the adequacy of the Contractor's work and timeliness; and assists in identifying problems and considering options for resolution of problems and determining solutions.
- 4.2.5 Applies and enforces the standards of the Airport Project, Specifications and Drawing Manual. During inspections, observes work site and activity to ensure compliance with the standards of the Authority Safety Manual and Virginia Occupational Safety and Health Administration (VOSHA), and Virginia Uniform Statewide Building Code (VUSBC).
- 4.2.6 Inspects all aspects of the construction phase of projects including, but not limited to: footing excavations and reinforcement prior to concrete placement; piling and pier installations; concrete reinforcement of columns, beams and slabs; structural framing and fastenings;

electrical, mechanical and plumbing work prior to concealment; insulation; and final inspection upon project completion.

- 4.2.7 Construction Inspectors shall keep the Owner informed of all findings of inspections and write reports of inspections, violations, and general project "history" (e.g., daily work activity, equipment in use and work force on site); documents defective work in writing and/or by photographs; and prepares other brief written materials for submittal to the Airport Director/Project Manager for timely attention and corrective actions; issues a verbal Stop Work Order where work or safety violations are life threatening to workers or the public; reports the situation immediately to the Airport Director or Project Manager..
- 4.2.8 Works with architects, engineers, engineering technicians, trade workers, other Airport personnel and Contractors concerning construction requirements and progress and the commissioning and activation phases of the projects. Investigates construction related problems alone or along with these groups to formulate plans of action and milestones to address issues that have arisen.
- 4.2.9 Communicates and interacts effectively with internal and external business contacts, including but not limited to other members of the unit/team, other Airport employees (such as managers, supervisors, professionals, and support staff), and architects, engineers, engineering technicians, trade workers, tenants, and contractors concerning construction requirements and progress and the commissioning and activation phases of the projects. Investigates construction related problems alone or along with these groups to formulate plans of action and milestones to address issues that have arisen.
- 4.2.10 Uses a computer, tablet, or smart phone for various applications (email and communications, word processing, data entry, compiling information for reports, spreadsheets, planning, scheduling, etc.), as well as specialized software/systems used in the office for project "history" tracking.
- 4.2.11 Travels around construction sites, landside and airside, whatever manner necessary to provide Construction Inspection Services. Transpiration for such travels shall be the responsibility of the Offeror. Uses tools common to the construction industry and inspections, e.g., ladder, transit, level, voltmeter and other testing instruments.
- 4.3 Additional Requirements and Responsibilities:
  - 4.3.1 Is responsible for performing the Construction Inspections in all aspects of field and construction work under the O&M, COMIP, and CCP projects, reporting any issues found and offering solutions where necessary.
  - 4.3.2 Review and coordinate the safety programs developed by the Construction Contractor for compliance with all state, federal and other regulations and laws regarding occupational safety. The Construction Contractors Project Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Construction Contractor, its subcontractors, agents or employees of the Construction Contractor or its subcontractors, or any other persons performing work on the Project not directly employed by the Construction Contractors Project Manager.

- 4.3.3 Facilitate the rapid and accurate exchange and monitoring of information between all parties. The exchange and monitoring shall include as a minimum the following:
- Narrative reporting on a monthly basis
  - Schedule control on a monthly basis
  - Cost control and estimating on a monthly basis
  - Project accounting
  - Action reports
  - Complaint log
  - Daily quality control/inspection reports
  - Change order log
  - On-site document control system to ensure that current drawings are available to the contractors performing the work
  - Submittal log with required submission and return dates to avoid schedule delays
- 4.3.4 Provide accurate reports, documents, and data monthly on assessment of project status and of the work remaining to be accomplished. The information provided shall provide a sound basis for identifying variances and problems, and shall include recommendations for making management decisions.
- 4.3.5 Work closely with the Firm or Firms that provide Construction Management, regarding directions to implement procedures for the review and processing of applications by Contractors for progress and final payments. Based on the Construction Manager's observations and evaluations of each Construction Contractor's Application for Payment, the Construction Manager shall review and certify the amounts due the Construction Contractor.
- 4.3.6 **OTHER SIGNIFICANT JOB ASPECTS:** May be required to work nights and weekends due to schedules of contractors, airport operations, and other reasons.
- 4.4 Performs other duties as assigned; the Firm shall represent the Owner, as requested, in public meetings and other meetings for the Task Order and will prepare necessary drawings and exhibits for presentation purposes.
- 4.5 Firm shall provide the services described in accordance with the policies established by the County of Fauquier, FAA and the VDOA.
- 4.6 **Title VI Assurances (AC 150/5100,n, Appendix 1):** During the performance of this contract, the Firm, for itself, its assignees and successors in interest agree as follows:
- 4.6.1 Compliance with Regulations: The Firm shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereafter, "DOT"), Title 49, Code of Federal Regulations, Part 21 as amended (hereinafter referred to as Regulations), which are herein incorporated by reference and made a part of the resulting contract.
- 4.6.2 Nondiscrimination: The Firm, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and

retention of subcontractors, including procurement of materials and leases of equipment. The Firm shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of Regulations.

- 4.6.3 Solicitation for Subcontracts: Including Procurement of Material and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the Firm for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Firm of the Firm's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by law relating to discrimination in employment.
- 4.6.4 Information and Reports: The Firm shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Firm is in the exclusive possession of another who fails or refuses to furnish this information, the Firm shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 4.6.5 Inspection of Records (49CFR Part 18): The Firm shall maintain an acceptable cost accounting system. The Owner, FAA, and the Comptroller General of the United States shall have access to any books, documents, papers and records of the Firm which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts and transcriptions. The Firm shall maintain all required records for five (5) years after the Owner makes final payment and all other pending matters are closed.
- 4.6.6 Sanctions for Noncompliance: In the event of the Firm's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA or VDOA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the Firm under the contract until the Firm complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 4.6.7 Incorporation of Provisions: The Firm shall include the provisions of paragraphs 4.6.1-4.6.5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Firm shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Firm may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the contract may request the United States to enter into such litigation to protect the interests of the United States.

4.7 **Disadvantaged Business Enterprise (DBE) Assurances:**

4.7.1 Policy: It is the policy of the Department of Transportation (DOT) that Disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 shall apply to this agreement.

4.7.2 DBE Obligations: The Firm agrees to ensure that disadvantaged Business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Firm shall take all necessary and required steps in accordance with 49 CFR part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Firm shall not discriminate on the basis of race, color, age, sex or national origin in the award and performance of DOT-assisted contracts.

4.8 **General Civil Rights Provisions:** Airport and Airway Improvement Act of 1982, Section 520. The Firm assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal Assistance. This provision obligates the Firm or its transferee for the period during which Federal Assistance is extended to the airport program, except where Federal Assistance is to provide, or is in the form of personal property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which property is used by the airport sponsor or any transferee for a purpose for which Federal Assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport owner or any transferee retains ownership or possession of the property. In solicitation period through the completion of the contract.

5.0 **OWNER'S RESPONSIBILITIES:**

- 5.1 The Owner will assist the Firm by placing at its disposal all available information, upon written request of the Firm, pertinent to the Tasks Order including previous reports and any other data relative to the Project.
- 5.2 The Owner will furnish to the Firm, as required for performance of Firm's Tasks Orders, all as-built data on the project elements upon written request of the Firm.
- 5.3 Upon written request of the Firm, the Owner shall examine all studies, reports, sketches, drawings, proposals, and other documents presented by the Firm, obtain advice of an attorney, insurance counselor, and other consultants as Owner deems appropriate for such examination, and render in writing, pertinent decisions within a reasonable time.
- 5.4 The Owner will provide prompt written notice to Firm whenever Owner observes or otherwise becomes aware of any development that affects the scope of timing of Firm's services or any defect in the work.

6.0 **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

6.1 General Requirements

In order to be considered for selection, Offerors must submit a complete response to the RFP. **One (1) original and three (3) copies of each proposal must be submitted to the Procurement**



**Division, along with a CD or flash drive containing the entire proposal response with proprietary sections redacted.** The Offeror shall make no other distribution of the proposal.

- 6.1.2 An authorized representative of the Offeror shall sign proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the Owner. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 6.1.3 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 6.1.4 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, and repeat the text of the requirement as it appears in the section of the RFP. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. The Offeror's proposal should provide all the information that it considers pertinent to its qualifications for the tasks and which respond to the Scope of Services described.
- 6.1.5 Each copy of the proposal should be bound or contained in a single volume where practical. All documents submitted with the proposal should be contained in that single volume.
- 6.1.6 All data, materials and documentation originated and prepared by the Offeror for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, on the form provided.
- 6.1.7 Offeror shall submit, in a separate section of the proposal, any information considered by the Offeror to be trade secrets or proprietary information, shall clearly identify the information as trade secrets or proprietary information and shall state the reason why protection is necessary, on the form provided. Offerors may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.
- 6.1.8 State Corporation Commission (SCC) registration information is required. Proposals shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements noted in the General Conditions and Instructions to Bidders/Offerors. Use the form provided to provide Offeror's State Corporation

Commission Identification Number or justification for non-registration. The SCC may be reached at (804) 371-9733 or at [www.scc.virginia.gov/default.aspx](http://www.scc.virginia.gov/default.aspx). Failure to include this form with the proposal submission may result in rejection of the proposal.

- 6.2 Cost Proposal: Offeror shall include, in this section of their proposal response a **Cost Proposal, clearly marked**. The cost proposal shall identify the hourly rate of the Construction Inspector, the overtime rate and define the hours of service for each. Any additional charges or expenses shall be clearly defined and a rate provided along with any markup. These cost should include all overhead and profit.
- 6.3 Specific Proposal Requirements:
  - 6.3.1 Certification page and the return of this completed RFP and any addenda, acknowledgments, signed and filled out as required.
  - 6.3.2 **Response to Statement of Needs**
    - 6.3.2.1 The Offeror shall provide a written narrative describing the approach/methodology for providing services in response to the requirements noted to include a description of the Offeror's approach to fulfilling each requirement as listed in Section 4, Statement of Needs. It must be clear from the Offeror's response to each requirement they have the personnel, knowledge and capability to satisfy that requirement.
    - 6.3.2.2 Provide the Firm's policies on Billing and Payments. Include protocol for attending meetings that may or may not be related to specific Task Orders.
  - 6.3.3 **Information on the Offeror:**
    - 6.3.3.1 Expertise and experience of the Firm relative to the Statement of Needs contained in this RFP. Include specialized experience and technical competence as it pertains to FAA and Commonwealth of Virginia grant procedures and acquisition requirements, airport design standards, environmental considerations and master planning criteria.
    - 6.3.3.2 Geographic location of the Firm relative to the Fauquier County. The Offeror shall include the complete address of the office(s) proposed to handle the work. A table shall be included which lists the staff currently working at this office(s) who would support the Owner. A short synopsis of each individual's experience and qualifications shall be included in the table.
    - 6.3.3.3 References. Offeror shall include a minimum of three letters of reference that can attest to the Firm's experience and qualifications, quality of work, timeliness and responsiveness to client needs. Include name, address, email address, contact person, and phone number for each reference. References shall have or had (within last two years) contracts with Offeror of size and scope specified in this RFP.
  - 6.3.4 At a minimum, the Offeror must provide a Construction Inspector qualified for this job, and they must meet all of the minimum qualifications ("MQ's") listed below at the time of contract award:
    - 6.3.4.1 A high school diploma, or a Certificate of General Educational Development (GED), or an equivalent combination of education, experience and training.

- 6.3.4.2 Requires airport related construction inspection experience for airfield/airport improvement projects. Airport facility construction experience is also preferred.
- 6.3.4.3 Knowledge of FAA specifications and regulations.
- 6.3.4.4 Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence and procedure manuals.
- 6.3.4.5 Certified (under the International Code Council or the equivalent) in Virginia as a Commercial Building Inspector. NICET certification preferred.
- 6.3.4.6 Certified (under the International Code Council or the equivalent) in Virginia in at least 2 of the following:
- Commercial Electrical Inspector,
  - Commercial Mechanical Inspector,
  - Commercial Plumbing Inspector, or
  - Fire Inspector II.
- 6.3.4.7 Inspector certification, Civil inspection certifications for concrete, asphalt, erosion control, traffic control preferred.
- 6.3.4.8 Five years of progressively responsible (post high school) construction inspection experience inspecting various types of construction projects for code compliance and standards that includes substantive work in most of the duties in this job description, to include:
- 6.3.4.9 Evidence of knowledge of, and skill in the use of building codes and standards consistent with one's areas of certification and licensing, inspecting various types of construction projects for code compliance and standards such as the National Electrical Code (NEC) and certifications by the International Code Council, to review plans for code compliance, detect, advise on and cite code violations, and identify options for remedial action, and
- 6.3.4.10 Evidence of thorough knowledge of, and skill in construction industry, acceptable/specified materials, acceptable/specified building practices and established safety requirements (as provided by OSHA, VOSHA and the Airport Safety Manual) to quality inspect to determine if materials, processes and workmanship comply with specifications or are otherwise of acceptable quality and to recognize safety problems and fully protect oneself during on site field work, and
- 6.3.4.11 Evidence of skill in using a computer and modern office suite software to perform general office functions, such as communication (email), word processing, scheduling, and presentations etc. This requirement includes demonstrated ability to rapidly acquire knowledge of, and then skillfully use, any Airport specific guides pertinent to assigned functions, and
- 6.3.4.12 Evidence of skill in planning one's own work consistent with assignments, priorities and other guides; in reasoning in problem solving; in communicating in writing; in

communicating orally; in working effectively with business contacts; in working as a team member; and in providing effective customer service.

6.3.4.13 Ability to solve practical problems and deal with a variety of concrete variable in situations where only limited standardizations exist. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

6.3.4.14 The physical demands describe here are representative of those that must be met by an employee to successfully perform the essential function of this job. Reasonable accommodations may be made to enable individual with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand, walk, sit and use hands in order to hold, touch, feel or handle. The employee is occasionally required to reach with a hands and arms; climb or balance; stoop; kneel; crouch or crawl; talk or hear and taste or smell. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance and peripheral vision.

6.3.5 **Qualified Staff:** The Offeror must provide at a minimum three (3) candidates for review and for interviews. Candidate information at a minimum must demonstrate their ability to meet the minimum qualifications of the job and include:

6.3.5.1 Names, qualifications and experience of personnel to be assigned to the contract. Identify specific roles played by the member relevant to defined requirements. Include the length of time personnel have had with the contracting Firm.

6.3.5.2 Resumes of personnel to include, experience, capability, incidence and certificates that will validate all MQ's from paragraph 6.2.4.

6.3.6 **Cost Proposal:** Offeror must provide a cost proposal as detailed in paragraph 6.2.

## 7.0 **EVALUATION AND AWARD CRITERIA, AND ADDITIONAL INFORMATION:**

7.1 **Evaluation Criteria:** An Evaluation Committee will evaluate the proposals using the following criteria.

7.1.1 *Expertise and qualifications and experience of the Offeror to perform the proposed Construction Inspector services based on resumes, and references provided, and providing services of similar size and scope. (30 points)*

7.1.2 *Experience with FAA and Commonwealth of Virginia grant procedures, land acquisition requirements, airport design standards, environmental considerations and master planning criteria. (20 points)*

7.1.3 *Offeror's written narrative/approach to fulfilling services. (15 points)*

7.1.4 *Firms Geographic location of the firm relative to Fauquier County, Virginia (10 points.)*

7.1.5 *Quality and completeness of proposal including impact of any exceptions taken regarding the Statement of Needs and Special Terms and General Conditions. (10 points)*

7.1.6 *Cost (15)*

7.2 **Award of Contract:** The Owner shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on competence, to provide the required services. Repetitive informal interviews shall be permissible,

if the Owner chooses to conduct them. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the variety of airport projects and planning issues.

Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the Owner shall select, in the order of preference, two or more Offerors whose qualifications and proposed services are deemed most meritorious.

Negotiations shall then be conducted, with two or more topped ranked offerors. If a contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Traditionally, contract prices for this type contract, consist of hourly rates and any other expense rates

Should the Owner determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Contract award for services specified in this RFP are non-exclusive and do not preclude the Owner from issuing solicitations, negotiating or awarding other contracts for similar services.

The Owner reserves the right to cancel or reject any or all proposals, to waive any informalities in any proposal received and to negotiate and award contracts deemed to be in the Owner's best interest.

- 7.3 Ownership of Documents: Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Firm in the performance of its obligations under the contract shall be the exclusive property of the Owner, and all such materials shall be returned to the Owner upon completion, termination, or cancellation of this contract. The Firm shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Firm's obligations under the resulting contract without the prior written consent of the Owner. However, the Firm may retain file copies which cannot be used without prior written consent of the Owner. The Owner agrees that the Firm shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the task, when the Firm is not the firm of record.
- 7.4 Performance: Unacceptable Performance - The Owner reserves the right to inspect all operations and to withhold payment for any work not performed or performed not in accordance with the specifications/contract documents. Payments withheld for unsatisfactory performance may be released upon receipt of satisfactory evidence that the work has been corrected to the Owner's satisfaction. These corrections shall be at no cost to the Owner.
- 7.5 Term of Contract: The contract term shall be for a period of one (1) year from date of award. At the Owner's option, the contract may be renewed for four (4) additional one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. The Contract Fee Schedule may be adjusted at the end of the initial contract period (and at the end of each extension period, if applicable), upon mutual agreement of both parties. The adjustment to the fee schedule shall not exceed the percentage increase for the previous twelve (12) months in the Consumer Price Index, U.S. Cities average, Other Services, as adjusted, as published by the Bureau

of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the Owner reserves the right to select another appropriate index.

- 7.6 Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the attached Insurance Checklist at the time the work commences. Additionally, the Firm certifies they will maintain this coverage during the entire term of the contract and that all insurance coverage will be provided by the insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of contract, Owner reserves the right to require the Firm to furnish certificates of insurance for the coverage required, and endorsed to name Fauquier County as additional insured.

## 8.0 **ADMINISTRATION OF CONTRACT:**

- 8.1 Owner: The Owner shall designate the Airport Director as the Contract Administrator, to act as the Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to materials, equipment, elements and systems pertinent to Firm's services.

The Warrenton-Fauquier Airport Committee shall assist the Owner representative in determining required services and making decisions with regard to the airport's operations.

- 8.2 Firm: The Firm shall designate an individual to act as Firm's representative with respect to all services to be rendered under this Agreement. This individual shall serve as the primary liaison with the Owner's designated representative(s). This individual must be empowered with the authority to request information, make decisions and interpret and define Task Orders with respect to this contract.
- 8.3 The Firm's representative shall, at a minimum, attend half (50%) of the scheduled Warrenton-Fauquier Airport Committee meetings annually. The Firm's attendance is required to inform the Committee on pertinent/relevant issues concerning the airport, status of outstanding Task Orders and to provide technical and expert advice as may be required. Airport committee meetings are scheduled the 4<sup>th</sup> Monday of each month at the Warrenton-Fauquier Airport Conference room, from 5-7 PM.

## 9.0 **SPECIAL TERMS AND CONDITIONS:**

- 9.1 Authority to Bind Firm in Contract: Proposals must give full name and address of Offeror. Failure to manually sign proposal may disqualify it. The person signing the proposal should show title or authority to bind his Firm in the contract. Firm name and authorized signature must appear on the proposal in the space provided.
- 9.2 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

## GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

*Revised 08/30/2012*

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County and the Fauquier County Public School Board. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County, or the Fauquier County Public School Board, political subdivisions of the Commonwealth of Virginia, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/ offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS** - If any Bidder/ Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/ Offeror should contact the buyer whose name appears on the face of the solicitation no later than three (3) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than three (3) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner form provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification.

The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

- a. The official time used in the receipt of bids/ proposals is that time on the automatic time stamp machine in the Procurement Division.
  - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
  - c. If the Owner closes its offices due to inclement weather scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

- a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
- b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/offeror or of another bidder/offeror in which the ownership of the withdrawing bidder/offeror is more than five percent. In the case of Invitation for Bid's, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/offeror who is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offerors are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1**

**IFB/RFP NUMBER**

**TITLE**

**BID/PROPOSAL DUE DATE AND TIME**

**VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date.

At the time fixed for the receipt of responses for Request for Proposals, only the names of the offerors will be read and made available to the public.

12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidder's List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.



18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
- Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

### SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

### AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/offerors as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the bulletin board located on the 2<sup>nd</sup> Floor, 320 Hospital Drive, Warrenton, Virginia. Award results may be viewed at the Procurement Website at [www.fauquiercounty.gov/government/departments/procurement](http://www.fauquiercounty.gov/government/departments/procurement).
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeror fails to satisfy the Owner that such Bidder/Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.

#### CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
29. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
30. **PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
1. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  2. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  3. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
  4. The Owner's fiscal year is July 1 - June 30. Contractors are advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
  5. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  2. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
34. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
35. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offerors certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.1(E)).

In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification

reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

35. **INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and/or purchase order number.

36. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

C. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

37. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

38. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

39. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- A. **Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- B. **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to paragraph 32 of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
- C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled.
40. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current Code of Virginia, all resultant contracts will be extended, with the authorization of the Contractor, to other Public Bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan Washington Council of Governments, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract.
- Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.
41. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
42. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor.
- Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor.
- The Contractor shall furnish the Owner with evidence verifying compliance with the services.
- Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.
43. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
44. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
45. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Section 13.1 or Title 50 of the Code of Virginia, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract may become void.

#### DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate

destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
  1. Purchase Order Number,
  2. Name of Article and Stock Number,
  3. Quantity Ordered,
  4. Quantity Shipped,
  5. Quantity Back Ordered,
  6. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BIDDER/CONTRACTOR REMEDIES**

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or The School Board of Fauquier County, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the School Board of Fauquier County), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible Bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/offeree appeals within ten (10) days of the written decision by instituting legal action as provided in Section 7.8 C of the Procurement Policy. Nothing in this paragraph shall be construed to permit an offeror to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the School Board of Fauquier County) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the School Board of Fauquier County) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisor's (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisor's (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

## DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. <b>Workers' Compensation</b> and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$50,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
<u>X</u>	4. <b>Prof. Errors and Omissions</b> <b>Best's Guide Rating-A-VIII or better or its equivalent</b>	4. \$1,000,000 (CSL) Each Claim
—	5. Garage Liability	5. \$1,000,000 CSL Each Occurrence
—	6. Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000
—	8. Other Insurance:	
<u>X</u>	9. <b>Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured</b> (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. <b>The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<u>X</u>	12. <b>Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>	

### OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
SIGNATURE

Revised 4/4/13, Proc/HR

**RETURN THIS PAGE**

**PROPRIETARY INFORMATION:**

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

**NOTICE OF PROPRIETARY INFORMATION**

**Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F**

<b>Section Title</b>	<b>Page Number</b>	<b>Reason(s) for Withholding from Disclosure</b>

**INSTRUCTIONS:** Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

**\*\*Return this Page if Applicable \*\***



EXCEPTIONS TO RFP

Name of Offeror: \_\_\_\_\_

RFP Title: \_\_\_\_\_

**Please list any deviations to RFP specifications below:**

Section Title	Page Number	Explanation of exception and any proposed language

**\*\*Return this Page if Applicable \*\***

## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY  
RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_

C. \_\_\_\_\_ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

**RETURN THIS PAGE**